

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-238-T - ORDER NO. 2021-7
JANUARY 28, 2021

IN RE:	Application of Budget Movers of Augusta,)	ORDER GRANTING
	Incorporated for Class E (Household Goods))	CLASS E (HOUSEHOLD
	Certificate of Public Convenience and)	GOODS) CERTIFICATE
	Necessity for Operation of Motor Vehicle)	
	Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Budget Movers of Augusta, Inc. (hereinafter referred to as “Budget Movers” or the “Applicant”). By its Application, Budget Movers requests a Class E Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods statewide.

II. PROCEDURAL HISTORY

Budget Movers filed its Application with the Commission on October 6, 2020. By letter dated October 8, 2020, the Clerk’s Office of the Commission instructed Budget Movers to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. Among other things, the Notice provided information regarding the Application and advised any person who desired to participate as a party of record that a Petition to Intervene must be filed on or before November 12, 2020. Notice was timely published. No person intervened as a party of record.

The evidentiary hearing was held virtually on December 17, 2020, with the Honorable Florence P. Belser presiding. Applicant was represented by Charles Terreni, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), was represented by Christopher Huber, Esquire.

III. EVIDENCE OF RECORD

Budget Movers is a Georgia corporation formed on October 25, 2011. The company’s principal officers are James Furlong and Kelly Young. Applicant was granted authority to transact business in South Carolina on September 11, 2020. Budget Movers is certified to provide intrastate transportation of household goods in Georgia and is also licensed to provide interstate moving services by the Federal Motor Carrier Safety Administration.

Budget Movers called its President, James Furlong, as a witness. Mr. Furlong started Budget Movers in 2011 and has worked in the moving business since 1990. He started his career as a mover with Anthony’s Moving & Storage, his father’s business. In 2001, Mr. Furlong started Mr. Third Party, a company providing special services, such as crating and packing of delicate, valuable goods. In Augusta, Applicant provides moving services for commercial, private, and corporate shippers of household goods or office furniture. This includes packing, unpacking, and physical labor. Budget Movers currently owns eight (8) moving trucks and a sport utility vehicle.

Budget Movers employs nine (9) movers. The company performs criminal background checks and drug tests prior to hiring employees. Budget Movers trains

employees by holding bi-weekly seminars along with training classes and utilizing videos and an on-site trainer.

Mr. Furlong believes South Carolina's rapid population growth will provide an opportunity for his household goods moving business. Applicant will market its services in South Carolina through its website, Google, Facebook, word of mouth, and distribution of promotional items at apartment complexes and self-storage units. Budget Movers has leased office space in Columbia and plans to grow the business over the next five (5) years, perhaps opening offices in the Charleston and Greenville areas. Applicant plans to hire 1-2 people to run the Columbia office.

Mr. Furlong testified there are no outstanding judgments against him or Budget Movers. Further, Budget Movers is familiar with all statutes and regulations governing for-hire motor carrier operations in South Carolina, including the Commission's regulations regarding insurance requirements.

On December 14, 2020, Applicant moved to present shipper witness testimony of Susan Keller Jackson by declaration. The Hearing Officer granted this request by Order No. 2020-132-H. Ms. Jackson is a real estate agent with Century 21, Jeff Keller Realty. She has worked in the Augusta/North Augusta/Aiken area since 1998. Ms. Jackson testified South Carolina's housing market is strong. Ms. Jackson is frequently asked to recommend movers of household goods, and it can be difficult to find qualified movers who are dependable and experienced. She would like to add Budget Movers to the list of companies she recommends for moving services and believes the public interest would be served by granting Budget Movers' Application.

ORS did not prefile direct testimony. By letter dated December 16, 2020, ORS stated it is “of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012).”

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). The Commission is authorized to fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann. Regs. 103-133 (2012) is entitled “Proof Required to Justify Approving an Application” and for household goods applications, provides as follows:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant’s safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission’s insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement

indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.

- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

V. DISCUSSION

Based upon the evidence of record, Budget Movers has demonstrated it is fit, willing, and able to provide and properly perform the proposed services. Mr. Furlong testified there are no outstanding judgments pending against Applicant and certified Budget Movers is familiar with and will comply with all statutes and regulations governing for-hire motor carrier services. This satisfies the “fitness” requirement.

“Able” was demonstrated by Applicant's purchase of eight trucks and a sport utility vehicle. Applicant has also provided insurance quotes, which indicates Applicant is aware of the Commission's insurance requirements and the costs associated therewith. Further, Applicant has operated as a household goods moving carrier in Georgia since 2011.

Having demonstrated Budget Movers is “fit” and “able” to provide the proposed service, filing the Application satisfies the “willing” requirement.

Applicant has also met the public convenience and necessity requirement. Ms. Jackson, a real estate agent of 23 years, testified as to the difficulty she encounters when recommending movers who are dependable and experienced.

VI. FINDINGS OF FACT

1. The Commission finds there are no outstanding judgments pending against Budget Movers. Further, Applicant is familiar with and agrees to comply with all statutes and regulations governing movers of household goods. Budget Movers is fit to appropriately perform the service described in its Application.

2. The Commission finds Budget Movers owns eight (8) trucks and a sport utility vehicle to provide the service described in its Application. Further, Budget Movers supplemented its Application with an insurance quote. Budget Movers is able to appropriately perform the service described in its Application.

3. The Commission finds that by submitting its Application, Budget Movers has demonstrated it is willing to appropriately perform the proposed service.

4. The Commissions finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commissions concludes that Budget Movers has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to Budget Movers.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Budget Movers of Augusta, Inc. for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.
2. Budget Movers' Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.
3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.
4. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by ORS authorizing the motor carrier services granted herein.
5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.
6. Failure of Applicant to either (1) complete the certification process by complying with ORS requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated

above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should Applicant fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



A handwritten signature in blue ink, reading "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chairman
Public Service Commission of
South Carolina

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

Date Proposed: 12/4/2020

Order Exhibit 1
Docket No. 2020-238-T - Order No. 2021-7
January 28, 2021
Page 1 of 10

Page 1

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

CONTENTS

Applicability of Tariff	4
SECTION 1	4
1.0 Transportation Charges.....	4
1.1 Hourly Rates and Charges.....	4
1.2 Minimum Hourly Charges:.....	4
SECTION 2	5
2.0 Additional Services.....	5
2.1 Bulky Article Charges (per item).....	5
2.2 Elevator or Stair Carry	6
2.3 Excessive Distance or Long Carry Charges.....	6
2.4 Pick Up and Delivery	6
2.5 Packing and Unpacking.....	6
2.6 Piano Charge	6
2.7 Articles, Special Servicing	6
2.8 Waiting Time.....	7
2.9 Fair Weather Policy	7
2.10 Right to decline to Move Items.....	7
2.11 Overnight hold/storage	7
SECTION 3	7
3.0 Rules and Regulations.....	7
3.1 Claims	7
3.2 Computing Charges	8
3.3 Governing Publications	8
3.4 Valuation	8
3.5 Items of Particular Value	8
3.6 Bill of Lading, Contract Terms, and Conditions.....	9
3.7 Delays	9
SECTION 4	9
4.0 Promotions.....	9

Date Proposed: 12/4/2020

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

4.1 Military/Senior Citizens.....	9
APPENDIX A.....	10

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Budget Movers of Augusta, Inc. ("Budget Movers of Augusta"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates and travel rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. Drive time will be assessed according section 1.2. The clock starts at the appropriate hourly rate when movers leave the office and will be stopped upon the estimated return time to the office. The estimated return travel time will be determined by using Google Maps or Mapquest, or a similar program.

<u>Number of Movers</u>	<u>Hourly Charge</u>
Two Movers and a Truck	\$105.00
Three Movers and a Truck	\$145.00
Each Additional Mover	\$35.00

Additional trucks will be billed at rates set forth above.

1.2 Minimum Hourly Charges:

Budget Movers of Augusta. will have the following minimum charge per move.

Monday- Saturday	Two-Hour Minimum Charge
Sunday	Four-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel after 7:00 a.m. on the day of their move, Budget Movers of Augusta will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items and services.

2.1 Bulky Article Charges (per item)

Gun Safe (up to 500 lbs.)	\$150
(501-1000 lbs.)	\$400
(1001-1500 lbs.)	\$900
(over 1500-2500 lbs.)	\$2000
Pool table 3-piece slate	\$175
1-piece slate	\$350
Hot tubs/spas (no stairs)	\$200
Each add 'l step add	\$100
Golf cart/Riding Lawnmower	\$200
Spinnet/Console Piano	\$100
Upright Piano	\$150
Baby Grand/Grand	\$200

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

2.2 Elevator or Stair Carry

Budget Movers of Augusta does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Budget Movers of Augusta does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Budget Movers of Augusta does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Budget Movers of Augusta does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.

2.5.2 Budget Movers of Augusta is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Budget Movers of Augusta reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charge

Budget Movers of Augusta charges an additional fee for moving pianos as specified in Section 2.1. Budget Movers of Augusta will not move pianos up or down more than 5 steps.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, or the assembly of bunk beds, baby cribs, pool tables, pianos and similar articles.

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Budget Movers of Augusta.

2.9 Fair Weather Policy

Budget Movers of Augusta reserves the right to operate in fair weather conditions. Rain and other hazards are reasons for Budget Movers of Augusta to postpone your move. If a customer chooses to have us work in hazardous conditions, we will not be liable for wind or water damage, or any other damage that is a result of the weather.

2.10 Right to decline to Move Items

Budget Movers of Augusta reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate pool table will be moved unless they are fully disassembled prior to arrival.

2.11 Overnight hold/storage

Budget Movers of Augusta can hold a shipment in our truck(s) overnight at a rate of \$75 per truck, per night. The clock will restart on the agreed upon delivery date beginning at start of delivery. If the customer is not available to accept delivery at this time, customer will be charged waiting time as outlined in Section 2.8.

SECTION 3**3.0 Rules and Regulations****3.1 Claims**

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Budget Movers of Augusta must be given reasonable opportunity to inspect damaged items.

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Budget Movers of Augusta reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Budget Movers of Augusta immediately. Budget Movers of Augusta will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Budget Movers of Augusta rates are computed by multiplying the applicable hourly rate by the time and adding the appropriate travel charge as provided in Section 1.

3.3 Governing Publications

Budget Movers of Augusta rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

Standard. Budget Movers of Augusta's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Budget Movers of Augusta will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

3.5 Items of Particular Value

Budget Movers of Augusta does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Budget

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

Movers of Augusta will not accept responsibility for safe delivery of such articles if they come into Budget Movers of Augusta possession with or without Budget Movers of Augusta knowledge.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Budget Movers of Augusta Bill of Lading. The terms and conditions of the Bill of Lading attached hereto, are hereby incorporated by reference.

3.7 Delays

Budget Movers of Augusta shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 Promotions

Budget Movers of Augusta shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional discount of 10% will be applied on the total cost of the bill for moving, packing, unpacking, extra charges, and travel will be applied for active duty military personnel, disabled veterans, repeat customers, or senior citizens (age 55 or over) who provide proof of their status.

Budget Movers of Augusta, Inc. South Carolina Household Goods Tariff

APPENDIX A

PRICING FOR PACKING MATERIALS:	
Small box	\$3.00
Medium box	\$4.00
Large box	\$5.00
Wardrobe Box with Bar	\$12.00
Laydown Wardrobe	\$5.00
Packing Paper, 25 lbs.	\$25.00
Tape	\$2.00 per roll
Paper Pads	\$2.00 per pad
Dishpack	\$10.00

**TO BE USED ON HOURLY RATED
SHIPMENTS ONLY.**

AUGUSTA, GA 30909

SCPSC No. _____

No

The property described below (contents and conditions of contents of packages unknown) consigned and described as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to destination indicated above. If within the scope of its lawful operations, otherwise to deliver to another carrier to deliver to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of route to destination, and to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

[illegible]

On shipments moving on hourly basis, the shipper expressly releases their shipment for movement as evidenced by their signature and declaration on the attached "Addendum To Uniform Household Goods Bill of Lading". Such document shall become a permanent part of the bill of lading covering the movement as identified.

Shipment received _____ 20 _____ subject to terms and conditions, and shippers declaration

(Carrier)

By

The above photograph was received in 1988 from an American source.

Order Exhibit 2
Docket No. 2020-238-T - Order No. 2021-7
January 28, 2021
Page 2 of 2

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein, and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 30 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tender of delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks. In a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property, but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.